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Contract Database Metadata Elements

Title: **Enlarged Auburn City School District and Enlarged Auburn City School District Non-Instructional Employees, CSEA, Local 1000, AFSCME, AFL-CIO, Cayuga Local 806 (2005)**

Employer Name: **Enlarged Auburn City School District**

Union: **Enlarged Auburn City School District Non-Instructional Employees, CSEA, Local 1000, AFSCME, AFL-CIO**

Local: **1000 & Cayuga Local 806**

Effective Date: **07/01/2005**

Expiration Date: **06/30/2006**

PERB ID Number: **4515**

Unit Size: **NA**

Number of Pages: **32**

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BC
4515

Agreement

Between the

ENLARGED AUBURN CITY SCHOOL DISTRICT

And the

ENLARGED AUBURN CITY SCHOOL DISTRICT NON-
INSTRUCTIONAL EMPLOYEES, CAYUGA LOCAL 806,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME/AFL-CIO



RECEIVED

APR 18 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JULY 1, 2005 - JUNE 30, 2006

Draft #1--3/3/05
Draft #2-3/7/05

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ARTICLE I

Recognition

Section 1.

In accordance with the resolution adopted January 4, 1971, pertaining to non-instructional employees, the Board of Education of the Enlarged Auburn City School District, officially recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, Cayuga County Local 806, Enlarged Auburn City School District Non-Instructional Employees, hereinafter referred to as the "Association" as the bargaining agent for non-instructional employees.

Section 2.

In accordance with the Public Employees' Fair Employment Law, Taylor Law, Article 14 of the Civil Service Law, recognition is for the purpose of Collective Bargaining with respect to negotiating and determining the wages, terms, hours, and conditions of employment and the administration of grievances arising thereunder.

Section 3.

The period of unchallenged representation status of the Association shall run until seven (7) months prior to the expiration date of this written agreement.

Section 4.

This agreement covers employees in the following titles:

Building Maintenance Man
Building Maintenance Mechanic
Senior Building Maintenance Mechanic
Head Custodian
Senior Custodian
Custodian
Cleaner
Groundsman
Laborer
Bus Driver (Hourly)
Painter
Motor Vehicle Operator
Custodial Worker

ARTICLE II

No Strike Pledge

Pursuant to Section 210 of the Public Employees' Fair Employment Law, the Association hereby affirms that it does not assert the right to strike against the Auburn City School District, to cause, instigate, encourage or condone any strike, or to impose an obligation upon its membership to do the same.

ARTICLE III

School District Rights

Section 1.

The Association recognizes the exclusive right and authority of the School District to manage its operations including, but not limited to, the following rights: to supervise all employees and determine reasonable standards of performance, to assign work and transfer employees; to determine the hours of work, shift schedules and amounts of overtime.

Section 2.

It is understood and agreed that all the rights, power, or authority the School District had prior to the signing of this Agreement are retained by the School District, except those specifically modified by this Agreement.

Section 3.

Before the Auburn Enlarged City School District assigns work which has been exclusively performed by bargaining unit members to persons other than the District's own employees, the District will meet with the Union to discuss both the decision and the subsequent impact of the decision, prior to any formal decision by the Board of Education.

ARTICLE IV

Seniority, Posting, Lay-Off and Probationary Period

Section 1.

- 1.1 The provisions of this article shall be applicable only to non-competitive and labor class civil service employees except as provided in Section 9. Competitive civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Auburn Municipal Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Auburn Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.
- 1.2 No displacement, promotion, transfer or recall shall be contrary to provisions of the Civil Service Law or the Regulation of the City of Auburn Civil Service Commission. Any action taken which is contrary to law shall be void.

Section 2

Seniority

- 2.1 Seniority is that length of uninterrupted continuous service in the Bargaining Unit which will prevail in the case of transfer, reduction in force, lay-off, and recall.
- 2.2 The District will provide a seniority list to the Unit President once each year.
- 2.3 Non competitive and labor employees who have been laid off shall neither lose or gain seniority during a period of layoff.

- 2.4 In the event that two (2) or more unit members are tied with regard to having the same seniority and there is a need to have a tie-breaker such as with regard to a layoff or recall, the tie-breaking procedure is to list the unit members by last name in alphabetical order from A to Z (i.e. the last name when the unit member was first appointed to a position for this employer). The unit member with the greater seniority shall be determined by reference to the first letter of the unit member's last name closest in relation to the letter "A". For example, the name "Bow" would have more seniority than the name "Roe".

This provision is not retroactive and will take effect on March 12, 2002.

Section 3 Job Posting

Within ten (10) working days of the date a new job is created or within ten (10) working days of a job becoming vacant in the bargaining unit and which the District decides to fill, the School District shall post the position in the employees' work area for a period of five (5) working days. The posting will show at least the following:

- a. Job title
- b. Location of work
- c. Starting wage rate and/or range of compensation
- d. Duties
- e. Qualifications and eligibility standards
- f. Date of post and date post is to be removed

- 3.1 All job posts will originate in the Office of the Superintendent or his designee. Building Principals will be responsible for placing and removing posts. All posts will be returned to the office of the Superintendent for further action.
- 3.2 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.
- 3.3 Any employee who fails to apply for a posted job as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.

Section 4 Standards for Awarding Job

- 4.1 As provided in section 1 where a job vacancy is filled because of bidding, promotion, transfer, reduction in force, lay-off or recall the following standards will govern:
- a. Ability to perform the work required on the job involved in a reasonably efficient manner.
 - b. The worker has the capacity to meet the physical requirements of the job.
 - c. Length of service.
 - d. All job postings that the District desires to fill shall be filled within thirty (30) working days of the closing date of the job posting notice.

Section 5
Probationary Period

All employees covered by this agreement shall be placed on probation as the School District prescribes in a manner consistent with Civil Service Law.

Section 6
Qualifying Period for Promotions

Any employee within the bargaining unit who is promoted as provided by the provisions of this article shall be given a twelve (12) week qualifying period for the purpose of acquainting himself with and training himself in the job, and to establish his ability to meet the job requirements. If at the end of such twelve (12) week period, the Superintendent or his designee decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former classification.

Section 7
Lay-Off Procedures

7.1 In the event of an abolition or reduction of hours in a position(s), the following procedure shall apply:

- a. An employee whose position is abolished or reduced in hours shall have the right to displace the least senior employee in the same job title on a bargaining unit wide basis. If the employee whose position is abolished does not have sufficient seniority to displace in the same job title, he/she shall have the right to displace the least senior employee in another job title on a bargaining unit wide basis provided the employee has the ability to perform the work and possesses the minimum qualifications of the position as established by the Civil Service Job Description.
- b. The displacement of employees as stated in a. above, shall continue until the employee is not able to displace a less senior employee, at which time the employee shall be laid off.
- c. Prior to being laid off, the employee shall receive at least a three (3) week notice.
- d. The District shall provide the Association with the name(s) of the employee(s) who are being laid off.

7.2 Interim layoff procedure to cover any layoff in the job titles of building maintenance mechanic, custodial worker, cleaner, motor vehicle operator, and groundskeeper and custodial worker to operate from the time of approval of this Agreement on March 12, 2002, until the expiration of the Agreement on June 30, 2006, at which time it will expire and the provisions of Article IV, Section 7.1 only would apply.

WHEREAS, the Agreement contains certain provisions found at Article IV, Sections 3., and 9., setting out the procedure to be followed when a new position is created or a job becomes vacant and, tender of written application for the vacancy, and the employee's waiver of applying by his/her non-application; and

WHEREAS, due to the extraordinary situation which has occurred as a result of the abolition of positions which could potentially result in a rather lengthy posting and application process for several remaining positions in the job titles of building maintenance mechanic, custodial worker, groundskeeper, motor vehicle operator and cleaner; and

WHEREAS, the School District and the CSEA are interested in a timely one-time district-wide resolution of what are commonly called "transfers" that will be necessitated by the reassignment of work to the existing and remaining employees in the job titles of maintenance mechanic, custodial worker, groundskeeper, motor vehicle operator and cleaner; and

NOW, THEREFORE, in consideration of the above, the parties agree and stipulate as follows:

1. The School District will tender to the CSEA, within fourteen (14) days after the abolition of positions by the Board of Education, a list of all remaining building maintenance mechanic, custodial worker, groundskeeper, motor vehicle operator and cleaner jobs by job title, work location, and hours of work.
2. Within the same fourteen (14) day period, the School District will tender to the CSEA, by, a seniority list containing the seniority of all current active building maintenance mechanic, groundskeepers, motor vehicle operator, custodial workers and cleaners. For non-competitive and labor class positions, the definition of seniority for purposes of this Memorandum of Agreement will be that as stated in Article IV, Section 2.1, being as follows: "Seniority is that length of uninterrupted continuous service in the Bargaining Unit which will prevail in the case of a transfer..."
3. The parties agree that all remaining positions in the job titles of building maintenance mechanic, groundskeeper, custodial worker, motor vehicle operator and cleaner are to be subject of an open bid by seniority as that term is defined in Article IV, Section 2.1 for current building maintenance mechanics, groundskeepers, motor vehicle operators, custodial workers and cleaners who are active School District employees in the collective negotiating unit represented by the CSEA. This open bid will be conducted by representatives of the School District and the CSEA on a mutually agreeable date no later than fourteen (14) days after the District has tendered the list of remaining positions and the seniority list in the offices of the School District at the Board of Education Conference Room, 78 Thornton Avenue, Auburn, New York between the hours of 2:30 o'clock p.m. and 4:00 o'clock p.m. prevailing time.

Each current incumbent in the job of building maintenance mechanic may bid on any remaining and existing building maintenance mechanic position in the School District. Likewise each current incumbent in the job of custodial worker may bid on any remaining and existing custodial worker position in the School District. Further each current incumbent in the job of motor vehicle operator may bid on any remaining and existing motor vehicle operator position in the School District.

4. The open bid will be accomplished by the scheduled appearance of a small group of employees by seniority, the most senior employees being first to appear. The

seniority list for each position as tendered to the CSEA as set forth above will govern the appearance of each bidder.

5. Work assignments for each job will commence within two (2) business days after the bids have been made.
6. The CSEA, by its agreement to this Interim Lay-Off Procedure waives its right and the rights of those unit employees it represents to the provisions contained in Article IV, Section 2 (all), Section 3 (all), and Section 9 (all) with regard to any matter or dispute as a result of any open bid undertaken by this Section.

Section 8

Recall Procedure

- 8.1 Employees who are laid off shall be placed on a recall list for a period not to exceed four (4) years.
- 8.2 Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the District. The employee shall notify the District within seven (7) working days of receipt of the recall notice as to whether or not he/she will accept the recall. Failure of the employee to respond or refusal of acceptance of the recall shall be considered a quit and the employee shall forfeit any and all recall rights.
- 8.3 In the case where seasonal, casual and temporary work is available, the employer is not obligated to offer this work to employees who are not working because they are on lay-off and; in addition, if a laid off employee declines seasonal, temporary and casual work that is offered to him/her, then he/she shall not lose his/her right to recall as a failure to respond. An example of seasonal or casual work is summer work and other work performed during school recess periods by college or other students.

The District would agree to post any seasonal, casual and temporary work of a non-instructional nature for a period of five (5) working days. Further, the District would agree that any 10-month unit employee and any laid-off unit employee is free to apply for such seasonal, casual and temporary work that does not interfere with the 10-month assignment and; Article IV, Section 4.1, Standards for Awarding Job (from the Agreement) is to apply. An active 10-month employee is to have a preference over a laid off employee. The District will not be required to offer a job such that the employee would be assigned overtime on a regular basis.

- 8.4 Any unit employee who has been laid off and who is recalled to a job in the unit within four (4) years of the effective date of the layoff shall have any accrued and unused sick leave returned to him/her to be paid at the rate of the job into which the unit employee is recalled (i.e. not the rate of the job laid off). In addition, if any such unit employee recalled within four (4) years is eligible for vacation, s/he may use the length of prior service with regard to the computation of any vacation leave to which s/he is entitled. For example, if an employee had four (4) years of service and was laid off and recalled within four (4) years, the recalled employee retains 4 years of service to be applied to his/her eligibility for vacation leave under Article VI, Section 10, Vacations of the Agreement.

Section 9

Transfer Right – Competitive Class Employees

- 9.1 When a new position is created or a job becomes vacant in the bargaining unit, that would provide for a transfer of competitive class employees, the School District shall post the position for five (5) working days. The posting will state the following:
- job title
 - work location
 - hours of work
 - date of post and date post is to be removed
- 9.2 All job posts will originate in the Office of the Superintendent or his designee. Building Principals will be responsible for placing and removing posts. All posts will be returned to the Office of the Superintendent for further action.
- 9.3 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.
- Any employee who fails to apply for a posted job as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.
- 9.4 All job posts for transfers shall be filled by seniority within thirty (30) working days of the closing date of the job posting notice. Seniority shall be defined as that length of uninterrupted continuous service in the Bargaining Unit which will prevail in the case of a transfer for competitive class employees.

Section 10

Bus Drivers, Snow Days

Effective December 1, 1993, bus drivers will be entitled to up to two (2) snow days for each school years. On the first two (2) snow days bus drivers will not report to work. Such absence will be without loss of pay.

Section 11

Bus Driver Bidding

- 11.1 The School District agrees to post available runs and to permit persons currently employed in the job title "bus driver" to bid available runs on the basis of seniority.
- 11.2 The bidding will be conducted at a bid meeting during the summer recess of each school year. The date and time of the bid meeting will be set by the District by written notice of such bid meeting by first class mail to the last known address of the bus driver on file with the District office and by mailing a copy of the notice of bid meeting to the Unit President. Such notice of bid meeting will be mailed at least seven (7) calendar days in advance of such bid meeting.
- 11.3 The bid meeting date and time will not be set so as to conflict with other work required

duties and activities such as school orientation meetings. Bus drivers who do not attend the bid meeting will be assigned a run by the District.

- 11.4 The School District further agrees that newly established "add-on runs" that are to be performed by school district employees on or after the date of bidding as provided in paragraphs "1" and "2" above shall be assigned in a manner that insofar as feasible equalized work for school bus drivers working less than thirty (30) hours a week. A second bid will be conducted at a bid meeting that is to be scheduled between October 15 and October 31st.
- 11.5 The assignment of "add-on-runs" will be for those runs established between the date of the bid meeting as completed pursuant to paragraphs "1" and "2" above and June 30th of each year of this Agreement.

Section 12

CDL

The District would agree to reimburse each bus driver who has successfully completed his/her probationary term for the difference in cost between a bus driver's commercial driver's license and the NYS driver's license. A receipt is required for this reimbursement.

Section 13

Charter Trips

The assignment of charter trips and all trips, other than regularly scheduled daily trips, will be made as follows:

1. The transportation director or his designee will assign all charters during the regular work week. The full time driver (working more than 20 hours, on a regular schedule with the fewest hours will be assigned the first charter. Drivers will be assigned weekday charters in an attempt to equalize the number of hours worked (Monday-Friday) by each full time driver.
2. Saturday, Sunday and Holiday charters will be assigned on a continuous rotation basis. Starting at the beginning of the school year, continuing through June, a continuous rotation system will be in effect. If a person at the top of the list is unable to do a charter his (her) name will move to the bottom of rotation, just as if he (she) did the charter. Job title seniority will be used to establish said list.
3. In the event that all drivers refuse a charter, the driver with the least amount of hours during the week, or at the top of rotation list is obligated to do the charter, unless he (she) has valid reason for not doing it. Examples: Illness or a previous appointment regarding family matters.

Section 14

Bus Driver Substitutes

Effective March 12, 2002, the District will be responsible for obtaining substitutes.

*****Please Post*****

Sample

AUBURN ENLARGED CITY SCHOOL DISTRICT

Thornton Avenue
Auburn, New York

In accordance with the CSEA contract with the Board of Education, members of the Enlarged City School District are informed of the following:

A VACANCY EXISTS WITHIN THE ENLARGED CITY SCHOOL DISTRICT

1. Title: Sr. Custodian
2. Location: Seward
3. Salary: \$0000 - \$0000
4. Duties: As outlined by Civil Service Commission
5. Eligibility: Have passed Civil Service examination for
 classification
6. Last
 Filing Date: 30th March, 1982
7. Apply To: The Superintendent or his designee by completing a form in the
 local building office

Date of Post

ARTICLE V

Grievance Procedure

Section I. Definitions

- 1.1 A grievance is an alleged violation of this agreement or any dispute with respect to its meaning or application.
- 1.2 An employee is any individual within the collective bargaining unit covered by this agreement.
- 1.3 An aggrieved party or grievant is an employee or a group of employees.
- 1.4 The Grievance Form shall contain the following: (copy attached)
 - a. Identify the grievant.
 - b. The provision of this agreement involved in the grievance.
 - c. Time and place.
 - d. If known: identity of person responsible for causing such events or conditions.
 - e. Redress sought by the aggrieved.
 - f. Space for reply by supervisor.
- 1.5 An employee may be represented by the Association in any step of the procedure.
- 1.6 Discipline and Discharge:
 - a. Eligible employees on permanent Civil Service Status will appeal actions of discipline and/or discharge in accordance with Section 75 of the Civil Service Laws.
 - b. Non-competitive and labor class employees, who have satisfactorily completed probation, and who are not otherwise eligible for the rights afforded routinely under section 75 of the Civil Service Law, may, if they desire to appeal disciplinary actions against themselves, grieve such discipline only by the following procedure:
 - A. Within ten (10) days after the award of discipline: termination of employment; fine; written reprimand; or suspension without pay; the grievant may apply for advisory arbitration. Application shall be made to the Superintendent of Schools and the Union.
 - B. A list of arbitrators will be requested from the Public Employment Relations Board.
 - C. Such arbitrator, upon hearing the case, shall, within 30 days after final submission of briefs, if any, render a written, advisory report, to the Board of Education stating at least:
 - i. The facts received in evidence.

- ii. The rationale used in reaching his recommended decision.
 - iii. His recommended decision.
 - iv. Such decision shall be advisory only.
- D. In reaching his decision(s), the arbitrator may not add to, detract from, or otherwise alter, the contract.
 - E. The Board of Education, within thirty (30) days of receiving the advisory decision from the arbitrator, will render its written decision either accepting, rejecting, or modifying the decision of the arbitrator.
 - F. The Board's decision will be final and binding on all the parties.
 - G. The cost of such arbitrator will be shared equally between the parties. The costs of individual witnesses, and counsel, shall rest solely with the party calling, or hiring them.
- c. Employees who are not on permanent Civil Service Status and who are not eligible may grieve actions of discipline and/or discharge through the Grievance Procedure except as noted in Paragraph "d" below.
 - d. Probationary employees covered by this Agreement may be disciplined or discharged at the sole discretion of the School District and shall not have the right to such relief pursuant to the Grievance Procedure contained herein.

Section 2.

Submission of Grievances

- 2.1 A grievance shall not be initiated later than two weeks after the grievant becomes aware of the event constituting the alleged grievance and in no case later than thirty (30) days after the event constituting the alleged grievance.

Step 1

The aggrieved employee must first attempt to resolve the grievance informally with the immediate supervisor. Thereafter, if the grievance is not settled within five (5) working days.

Step 2

The grievant shall present the grievance in writing on the form furnished by the District to the Designee of the Superintendent – for all maintenance employees, bus drivers, custodians and cleaners within five (5) working days. The designee of the Superintendent shall reply in writing to the grievant within ten (10) working days. A grievance will not be processed unless all terms and conditions of the grievance form are complied with.

Step 3

The Superintendent or his designee, the CSEA Field Representative, the Unit President and the aggrieved employee shall meet within ten (10) working days to try to resolve the grievance. The Superintendent or his designee shall provide a written answer within the ten (10) working days after the meeting.

Step 4

If the grievance is not resolved by Steps 1, 2 or 3, the Association on behalf of the grievant may appeal to arbitration.

- 2.3 An employee or group of employees may submit a grievance which affects each individually or wholly in accordance with this procedure.
- 2.4 Arbitration - The administration of all arbitration cases shall go through the Public Employment Relations Board (PERB).
 1. The arbitrator so selected shall conduct the proceedings in accordance with the New York Arbitration Law, Article 75, Civil Practice Law and Rules.
 2. The Arbitrator's Award shall also set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
 3. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
 4. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.
 5. The Arbitrator's Award, if within the scope of his authority as set forth above, shall be final and binding.
 6. The costs for the services of the Arbitrator will be borne equally by the parties.

ARTICLE VI

Leaves

Section 1.

Personal Business

- 1.1 Personal business leave is to be used for matters which cannot be scheduled outside of school hours. The Board of Education will provide two (2) days of personal business leave per year, non-cumulative, without loss of salary. Personal business leave days shall not be deducted from accumulated sick leave.
- 1.2 Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business leave shall be made at least forty-eight (48) hours in advance of the leave.
- 1.3 Personal business leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social or recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the board of education, or for conducting activities on behalf of the association, its affiliates or any similar organization. In consideration of the above stipulations no specific reasons need be given for the personal business leave days when requesting personal business leave. However, an employee must have a reason which conforms to the above provisions.
- 1.4 If a response to his/her request for personal leave has not been received, the unit member is to call the appropriate supervisor first and then the Assistant Superintendent for Personnel during the normal work hours of the supervisor to obtain a "conditional approval" or "denial" of the request for personal leave.

Section 2.

Sick Leave

- a. Each employee shall be entitled to one (1) sick leave day with full pay (for personal illness) each working month; with provision for 200 days of sick leave accumulation.
- b. Each employee covered by this Agreement shall receive an annual statement stating the step the employee is on and the days of accrued sick time.

Section 3.

Funeral Leave

Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Absences for funerals in the immediate family shall be allowed at full pay. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family. Immediate family includes: Spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law and any dependent living in the household of the employee. Under extenuating circumstances funeral leave may be extended to two (2) additional days at the discretion of the Superintendent or his/her designee.

A maximum of one (1) school day may be taken with pay for attendance at a funeral for Aunt and Uncle provided they are members of the household. In case of the death of a close friend or other relative not included above, the Superintendent may, in his discretion, grant a one (1) day leave of absence with pay. For funerals for someone other than immediate family members as defined above, it shall be deducted from personal leave. When possible, reasonable notice of funeral leave shall be given to the Superintendent or his designee.

Step relatives are included within the definition of immediate family as listed in this section.

Section 4.

Family Illness

Absence occasioned by an emergency illness in the employee's immediate family shall be allowed at full pay for five (5) days each year.

Immediate family includes: Spouse, children, parents, mother-in-law, father-in-law, grandparents, brothers, sisters, or any dependent living in the household of the employee. Reasonable prior notice of absence will be given to the employee's immediate supervisor when possible.

Step relatives are included within the definition of immediate family as listed in this section.

Section 5.

Jury Duty and Court Appearance Leave

Non-instructional employees who are not able to obtain a deferment or will not be released from jury duty shall notify the Office of the Superintendent or his designee as soon as notice is received. Such employees shall receive the difference between their regular daily salary and pay received for jury duty. A written signed explanation statement shall be submitted to the Superintendent.

Court Appearance – any non-instructional employee required to appear in court as a witness shall suffer no loss of pay for the hours actually spent in court. Court reimbursement or witness fees shall be given to the District. The District will not pay a unit member for a court appearance when the unit member is a party in the proceeding.

Section 6.

Military Service Leave

Military Service Leave shall be in accordance with Section 242-243 of the Military Law.

Section 7.

Leave of Absence

Any employee in the negotiating unit may be granted a leave of absence without pay or any benefits for a period not to exceed one (1) year. Such request for a leave of absence may be granted upon the recommendation of the Superintendent or his designee and approval by the Board of Education. These leaves shall not be utilized for the purpose of trying new jobs or employment of a full-time nature.

Where the leave of absence is sought with regard to a medical condition the unit member is obligated upon the request of the District, to obtain and produce verification of the unit member's medical condition. The District may have the unit member who has applied or who is on a leave of absence examined by a doctor or doctors of the District's choice. In cases where medical opinions differ, the District may direct an additional medical examination and the District bears any cost of examination. If a unit member does not drive the District will make transportation available if the examination is out-of-town.

Section 8.

Holidays – Service Employees

Thirteen and one-half (13 1/2) paid holidays will be granted to the Custodial-Maintenance-Painter group each school year as specified in the District calendar.

Section 9.

Vacations

1. For those employees who begin employment subsequent to the beginning of the fiscal year the following provision shall apply. During the first year of employment, and prior to the beginning of the next fiscal year, vacation days will be earned at the rate of one (1) day for each two (2) months of full-time employment. Employees may begin to take their earned vacations after the beginning of the fiscal year immediately subsequent to the date of employment.
2. Effective July 1, 1994, each employee of the Custodial-Maintenance-Painter group with ten (10) fiscal years of service shall be given four (4) weeks and one (1) day vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each employee with five (5) fiscal years of service shall be given three (3) weeks vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each employee with one full fiscal year of service shall be entitled to two (2) weeks vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

3. A twelve month employee who has completed a full fiscal year of employment and who terminates his/her services shall be entitled to payment for those unused vacation days that were earned during the preceding fiscal year.
4. A twelve month employee shall also be entitled to receive payment for those vacation days earned during the fiscal year in which the employee terminates his/her services with the District.
5. A unit employee may apply in writing to the Superintendent (or designee) by June 1st of each school year in order to carry over any vacation time to the next school year. Generally the carry over if approved is limited to five (5) vacation days.

6. Vacation time shall be considered to be earned at the pro rata equivalent of full time employment.
7. Vacations shall be taken at a time which is agreeable to the administration so that normal operations will not suffer.
8. Vacations shall be taken during the fiscal year of employment following the fiscal year in which it was earned. Exceptions to this will be permitted only if there is prior written approval of the Superintendent or his designee.
9. Bus Drivers, hourly Laborers and other hourly employees are not entitled to any vacation time.
10. This section supersedes any and all provisions of the existing negotiated agreement and/or practice(s) which pertain to vacations.

Section 10.

Emergency Extended Sick Leave

The District and the Association agree to meet and discuss, on a case by case basis, the right to allow unit employees to contribute a portion of their unused sick leave to a fellow employee who is faced with a personal emergency and has exhausted his/her own sick leave time.

The District shall retain the right to make the final decision on each case after meeting and discussing an employee's personal emergency needs with the Association.

ARTICLE VII

Pension and Insurance

Section 1.

Pensions

- 1.1 All non-instructional employees of the Enlarged Auburn City School System, who are full-time employees, may be members of the New York State Employees Retirement System, and the provisions of Plan 75I shall apply.
- 1.2 The School District agrees to make available to members of the negotiating unit the following optional coverage for the retirement plan 75-I:
 - a. 41-j additional service credit
 - b. 60-b guaranteed minimum death benefit

Section 2.

Health Insurance

- 2.1 aThe Board of Education shall provide coverage for its employees under the Blue Cross/Blue Shield of Central New York and the Phoenix Mutual Life Insurance Company (Major Medical), or an equivalent health insurance plan selected by the Board of Education. The Auburn City School District Non-Instructional Employees,

Cayuga Local 806, Civil Service Employees Association, Inc. Local 1000, AFSCME/AFL-CIO shall be afforded the opportunity to review the bid specifications prior to publication. Further, the Board of Education shall have the right to self insure the schedule of benefits. On January 1, 1982, the schedule of benefits will be increased so that it is equivalent to the Blue Cross/Blue Shield Select Blue.

- i. Unit Employees Appointed Prior to May 7, 1998
Effective July 1, 2002, for each employee who works at least thirty (30) hours per week, the District will pay ninety five percent (95%) of the cost of an individual, 2 person (if offered) or family plan and the unit employee will pay five percent (5%) of the cost of the plan by payroll deductions.
 - ii. Unit Employees Appointed After May 7, 1998
For each employee who works at least thirty (30) hours per week, the District will pay ninety percent (90%) of the cost of an individual, 2 person (if offered) or family plan and the unit employee will pay ten percent (10%) of the cost of the plan by payroll deductions.
 - iii. Unit Employees Appointed After July 1, 2002
For each unit employee who works at least thirty (30) hours per week, the District will pay ninety percent (90%) of the cost of an individual, and eighty-five (85%) of a 2 person (if offered) or family plan and the unit employee will pay the remainder of the cost of the plan by payroll deductions.
- b. Employees who select individual coverage will pay an annual deductible of \$150.00 and employees who select dependent coverage will pay an annual deductible of \$300.00 for expenses incurred and covered under the "basic" portion of the health care plan. The parties further understand and agree that the \$150/\$300 basic deductible is in addition to any other deductibles which may be or are required under the major medical portion of the District's health care plan. Receipts for qualifying medical expenses for the deductible must be submitted to the designated plan administrator for verification and approval prior to an employee being eligible for benefits provided by the health insurance policy or plan. The annual basic deductible shall become effective on July 1, 1984.
- c. Provision Applying Only To Those Bus Drivers Employed on January 16, 2002. Any bus driver who on January 16, 2002 regularly works 30 or more hours per workweek, including hours worked in charter trips and thus establishes eligibility for employer contributions to the cost of health insurance and, if any such bus driver's hours of work are thereafter reduced by the actions of the District so that s/he is working less than 30 hours in a workweek but at least 25 hours a week, then in that case the District will continue to pay the employer portion of the health insurance as if the bus driver regularly worked 30 or more hours per workweek. If any such bus driver's hours are reduced to less than 25 hours per workweek by the actions of the District, the District's obligation to pay for the employer portion of health insurance premium costs ceases. If a bus driver is reduced voluntarily in weekly hours to less than 30 hours then the District's obligation to provide the employer's portion of the health insurance premium cost ceases.

- d. If the unit member works less than thirty – (30) hours per work-week on a regular basis the unit member may join, if eligible to do so according to the plan, however the unit member is responsible for the total cost of the plan, which will be deducted from the employee's paycheck.
 - e. Employees who select individual coverage will pay an annual deductible of \$150.00 and employees who select dependent coverage will pay an annual deductible of \$300.00 for expenses incurred and covered under the "basic" portion of the health care plan. The parties further understand and agree that the \$150/\$300 basic deductible is in addition to any other deductibles which may be or are required under the major medical portion of the District's health care plan. Receipts for qualifying medical expenses for the deductible must be submitted to the designated plan administrator for verification and approval prior to an employee being eligible for benefits provided by the health insurance policy or plan. The annual basic deductible shall become effective on July 1, 1984.
- 2.2 Effective July 1, 1998, the District agrees to provide a maximum benefit for major medical and a major medical limitation not to exceed \$1,000,000.
- 2.3 The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.
- 2.4 The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.
- 2.5 If an individual is unable to convert, then the individual shall, at his or her written request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.
- 2.6 If an individual in the negotiating unit is laid off, that individual will be eligible to continue coverage for a period of two (2) years from the effective date of the layoff providing that the individual pays the full cost of the premium and further providing that the unit employee is unemployed and not eligible for coverage under another employer's group health care plan.
- 2.7 The full cost of the premium under either conversion or continuation shall be assumed by the employee.
- 2.8 If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.
- 2.9 The District agrees to give serious consideration to the size of the group for self-insurance in order to insure financial security of any self-insurance plan. The Association will be fully informed of the actuarial basis upon which the decision is made.

- 2.10 Provision of this insurance is not automatic. It shall be the responsibility of the employee entering the Auburn School System or rejoining it after an extended absence to confirm at the Board Office his/her desire for coverage, and effective date thereof.

Section 3.

Retiree Health Care

- 3.1a For those unit members who were appointed prior to May 7, 1998 and who retire after December 31, 1998 and in following school years under this Agreement, and who have worked as an active employee for at least thirty (30) hours per week and for at least ten (10) consecutive years of employment with the District, the District will pay ninety five percent (95%) of the cost of an individual, 2 person (if offered) or family plan and the former employee will pay five percent (5%) of the cost of the plan for those eligible retired employees under 65 years of age and their eligible dependents; and the District will pay 95% of the cost of the total premium for the health insurance program with the exception of the Medicare payment, for those Medicare eligible retired employees and their eligible dependents, if any, during the lifetime of the retired employee.
- 3.1b For those unit employees who are appointed after May 7, 1998 and to July 1, 2002 and who have worked as an active employee for at least thirty (30) hours per week and for at least ten (10) consecutive years of employment with the District, who retire during this Agreement, the District will pay ninety percent (90%) of the cost of an individual, 2 person (if offered) or family plan and the former employee will pay ten percent (10%) of the cost of the plan for those eligible retired employees under 65 years of age and their eligible dependents; and the District will pay 90% of the cost of the total premium for the health insurance program, with the exception of the Medicare payment, for those Medicare eligible retired employees and their eligible dependents, if any, during the lifetime of the retired employee.
- 3.1c For those unit employees who are appointed after July 1, 2002 and who have worked as an active employee for at least thirty (30) hours per week and for at least ten (10) consecutive years of employment with the District, the District will pay 90% of the cost of an individual plan and 85% of the cost of a 2 person (if offered) or family plan and the former employee will pay the remainder of the cost of the plan for those eligible retired employees under 65 years of age and their eligible dependents; and the District will pay 90% of the cost of an individual and 85% of the cost of the total premium for a 2 person (if offered) or family plan for the cost of the total premium for a 2-person (if offered) or family plan for the health insurance program, with the exception of the Medicare payment, for those Medicare eligible retired employees and their eligible dependents, if any, during the lifetime of the retired employee.

Section 4.

Dental Insurance

- 4.1 The District will provide a dental insurance program, with a schedule of benefits similar to the Blue Cross/Blue Shield High Option Basic and Supplemental Basic Schedule A, or such other insurance or schedule of benefits that is mutually agreed upon between the parties.

- 4.2 The District will provide \$130.00 in each contract year for each Enrolled employee, to assist in premium payment. Any additional premium, for individual or family coverage, will be paid by the individual employees. This payment by the District is not retroactive.

ARTICLE VIII

Association Activities

Section 1.

The Association shall be granted three (3) days per contract year to send one delegate to their conference. The Association shall notify the school one (1) week prior to the absence of an employee to attend said conference.

Section 2.

The Association shall have the privilege to use school facilities for their meetings as long as they receive approval in advance.

Section 3.

The Association shall have the privilege to use the school bulletin boards for posting of information as long as said information is not controversial.

Section 4.

The Association Field Representative shall have the right to visit employees on the job as long as she/he secures prior approval from the Associate Superintendent for Administration. The employee visited recognizes his responsibility to complete his daily work assignment.

The parties recognize that union business should be conducted on non-work hours. However, with the prior approval of the Superintendent or designee, the Unit President may have twenty-four (24) hours of leave per fiscal year in which to attend meetings with the Superintendent or his designee relating to union business or to meet with unit members with regard to union business. The unit member being visited recognizes her/his responsibility to complete his/her daily work assignment.

Section 5.

Association Leave

The Association President and/or designee may use in half or full days, two (2) days of paid leave per year (July 1 through June 30) for the purpose of carrying out Union business which cannot be conducted during non-work time such as meetings with the Union's staff representatives or with the Union attorney. The Union President is required to give at least two (2) business days advance written notice of the intent to take such leave and to submit such notice to the Office of the Superintendent.

ARTICLE IX

Dues Withholding

Section 1.

The School shall withhold from all employees authorizing membership dues and insurance premiums to be withheld from the Civil Service Employees Association.

Section 2.

The School will forward such withholdings to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, once each month. Dues shall be withheld in twenty-six (26) equal pay periods.

Section 3.

It is the understanding of the Association and the District:

- a. That the Association will assume the responsibility of obtaining dues authorization withholding.
- b. That one uniform method of payment will apply to all employees.
- c. That the local Association Unit President be responsible for dues reconciliation with the District.
- d. That if the member-employee leaves the employment of the District during the withholding period, the collection of all unpaid dues will not be the responsibility of the District.
- e. The dues deduction authorization shall include the right of the employee to cancel said authorization by giving two (2) weeks notice.

ARTICLE X

Salary, Workday, Workweek, Overtime

Section 1.

Longevity

1.1 Longevity for twelve (12) month positions

After 5 Years	\$370
After 10 Years	\$495
After 15 Years	\$570
After 20 Years	\$720

1.2 Longevity for bus drivers:

After 5 Years	\$200
After 10 Years	\$300
After 15 Years	\$420
After 20 Years	\$500

Section 2.

Wages and Salary Increases

- 2.1 2005-2006 School Year – Each returning unit member who remains in active service on July 1, 2005 is to receive an increase of 3.50% per hour over the rate paid per hour for the 2004-2005 school year.

2.2 Starting rates of pay per hour:

Title	2005-06
Custodian	\$13.39
Sr. Custodian	\$16.18
Head Custodian	\$17.46
Cleaner	\$8.40/\$9.27
Building Maint. Mechanic	\$15.60
Motor Vehicle Operator	\$10.44
Groundsperson	\$11.99
Painter	\$11.99
Custodial Worker	\$11.41
Bus Driver	\$13.11
Building Maint. Man	\$12.45

* During probationary period job rate applies after completion of probationary period.
The above starting rates apply to unit employees appointed after July 1, 1997.

Each unit employee appointed prior to June 30, 1997 who is promoted to a unit position after May 7, 1998 will be governed by the attached wage schedules published at p. 26 in the 1994-97 Agreement, which is reprinted as Appendix 1.

Each unit employee appointed prior to June 30, 1997 whose employment is changed by a job downgrade caused by a layoff or any such employee who accepts a lateral transfer will be governed by the attached wage schedule known as Appendix 1.

The Senior Building Maintenance Mechanic if any is to receive an annual stipend of \$2,000.00.

Section 3.

Workday, Workweek and Overtime- Service Employees

- 3.1 Forty (40) hour work week for all custodial, maintenance and painter personnel.
- 3.2 Time and one-half will be paid after forty (40) hours per week and for work on Saturday, Sunday and holidays except as specified in subsections 3.3, 3.4, 3.5, below. All overtime is to be distributed on a fair and equitable basis in each job classification.
- 3.3 The District may provide an alternative workweek and work schedule for one high school custodial employee which workweek will be fixed by the District and will consist of consecutive days of work if it includes Saturdays (e.g. Tuesday through Saturday). The workweek will be forty (40) hours except that Saturday work will not be paid at a premium rate. Sunday and holiday work will be paid at a premium rate of time and one half. A five day, eight (8) hour per day workweek would typically be scheduled from 7:30 a.m. to 4:00 p.m., including a 30 minute period of unpaid lunch. This alternative workweek would be scheduled to operate during the entire period of, or any part of, the months of September through June of any year. During the months of July and August, typically this alternative employee would work a schedule with hours of work similar to that assigned to other custodial employees in the high school.
- 3.4 The District may also provide, as an alternative to 3.3 above, an alternative workweek and work schedule to be fixed by the District which would be a four (4) day ten (10) hour per day workweek for one high school custodial employee. This workweek would consist of consecutive days which may include Saturday work (e.g. Wednesday through Saturday) and the first ten (10) hours of work on Saturday would not be paid at a premium rate. Sunday and holiday work will be paid at a premium rate of time and one half. Typically, a four (4) day, ten (10) hour per day workweek would be scheduled to operate during the entire period of or any part of the months of September through June of any year and typically would be scheduled from 7:30 a.m. to 6:00 p.m., including a 30 minute period of unpaid lunch. During the months of July and August, typically this alternative employee would work a schedule with hours of work similar to that assigned to other custodial employees in the high school.
- 3.5 Under the four (4) day, ten (10) hour per day work schedule as implemented in accordance with subsection 3.4 above:
 - a. Leave and holiday benefits are to be pro-rated, for example, this employee will receive a total of 108 hours of paid holidays during each twelve (12) month period of employment.
 - b. This employee will also receive the same annual number of hours of vacation as any other unit member with the same longevity.
 - c. For the months of July and August, any holiday and leave provisions will be applied in a manner similar to that of other similarly situated unit employees.

3.6 Pay for an emergency call-in time shall be for a minimum of two (2) hours.

3.7 Scheduled call-in time shall be a minimum of two (2) hours in gainful employment.

3.8 Any paid leave will be considered as time worked for computing overtime.

Section 4.

Working Equipment

A tool allotment of \$150.00 shall be given each maintenance mechanic or the District shall provide each mechanic with a set of tools as determined by the Superintendent so he may perform his duties efficiently and properly. The Superintendent of Schools or his designee shall determine whether to provide tools or the tool allotment of \$150.00.

Section 5.

All benefits and salary shall be pro-rated for employees not in service for the entire fiscal year or for those employees hired after the beginning of the fiscal year.

Section 6.

Payment For Newly Hired Unit Employees

- a. Step Placement (for those unit employees appointed prior to June 30, 1997). Any new employee hired on or before December 31 shall receive an annual increment specified in his wage classification in Appendix I as of July 1, at the commencement of the next fiscal year. An employee hired after December 31 shall not receive an annual increment until July 1 of the next subsequent fiscal year.
- b. For those new unit employees, appointed on or after July 1, 1997 who not subject to Appendix 1:
 - i. If appointed on or before December 31, the unit employee shall receive the specified negotiated wage increase on the next July 1 (i.e. at the commencement of the next fiscal year) at that rate set out in Article X, Section 2. Wage & Salary Increases.
 - ii. If appointed on or after January 1, the unit employee shall not receive a negotiated wage increase on the next July 1, but will receive the negotiated wage increase on the following July 1. For example, if a unit employee is appointed on January 1, 1999, she/he will not receive a negotiated wage increase on July 1, 1999, but will be eligible for the negotiated wage increase on July 1, 2000.

Section 7.

7.1 Employees who are assigned, in writing, to serve in a higher title will be paid at the equivalent step level for the higher position, provided:

- a. The unit member serves in the position at least six (6) consecutive work days, and
- b. The assignment is made in writing by the Superintendent of Schools or his

designee, providing that the assigning administrator has been so designated in writing.

- 7.2 The employees will be obligated to perform whatever duties and responsibilities that fall within the higher paid title when required to do so.
- 7.3 If conditions in section 7.1 and 7.2 above are met, the employee will receive the higher pay for the 6th consecutive workday served in the higher title retroactive to day one.

Section 8.

Meal Payment For Field Trips & Band Trips

Employees of the bargaining unit, while on District authorized bus driver charters, band trips and field trips, shall be paid the cost of their meal up to \$8.00 for a dinner meal, \$5.00 for lunch and \$4.00 for breakfast; provided, however, when practicable, the employee shall notify his/her supervisor that during the field trip a meal will be necessary. A meal receipt is necessary to receive any reimbursement.

ARTICLE XI
Evaluation

Each unit member who has been evaluated in writing by supervision shall be given the opportunity to examine the written evaluation.

Each member who has been evaluated in writing by supervision shall be given the opportunity to offer a written response to the evaluation within thirty (30) calendar days of examination of the evaluation.

The parties agree to use the attached evaluation form unless another form has been mutually agreed upon.

ARTICLE XII
Miscellaneous

Section 1.

Bonds and annuity deductions shall be withheld from the individual payroll for those employees requesting it.

Section 2.

The District shall assume the responsibility of printing this Agreement, and copies shall be provided to all employees within the non-instructional unit with ten (10) copies to be supplied to the Unit President.

Section 3.

If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. (The parties agree to meet within thirty- (30) days to re negotiate the negated article or section).

Section 4.

The District agrees that all district-wide benefits which mutually understood and agreed upon between the parties will continue in effect unless so modified or abridged by this agreement.

Section 5.

Job Related Courses

The District will pay the tuition for members of the negotiating unit for one job related course (3 credit hours) or job related seminar per year at any accredited school providing that application must be made in writing to the Office of the Superintendent or his designee prior to taking the course, and the course must be approved. The Superintendent of Schools may in his discretion approve courses which are not job related.

Evidence of having satisfactorily completed the course must be presented to the Office of the Superintendent or his designee who will approve the reimbursement of the tuition at that time.

Section 6.

Damage to employee owned vehicles, parked in lots provided by the Board of Education, which is:

- a. Incurred during the employee's work day.
- b. Observable and immediately reported to the employee's supervisor, and/or
- c. Witnessed and immediately reported to the employee's supervisor, and
- d. Not caused by another district employee as part of that employee's duties.

Will be reimbursed to amount of \$150.00 or the cost of repair, whichever is less.

ARTICLE XIII
Public Employee's Fair Employment Law

Section 204-a

AGREEMENTS BETWEEN PUBLIC EMPLOYEES AND EMPLOYEE ORGANIZA-TIONS.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

THE PARTIES AGREE THAT ALL NEGOTIABLE ITEMS HAVE BEEN DISCUSSED DURING THE NEGOTIATIONS LEADING TO THIS AGREEMENT, AND THEREFORE AGREE THAT NEGOTIATIONS WILL NOT BE REOPENED ON ANY ITEM WHETHER CONTAINED HEREIN OR NOT, DURING THE LIFETIME OF THIS AGREEMENT. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM JULY 1, 2001 TO JUNE 30, 2005.

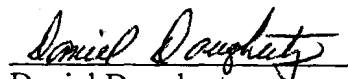
SIGNATURES:

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.



Marc Heatley
Labor Relations Specialist


Date: 3/22/05



Daniel Dougherty
Unit President

Date: 3/22/05

**AUBURN ENLARGED CITY SCHOOL DISTRICT
OF AUBURN, NY**



John B. Plume
Superintendent of Schools

Date: 3/22/05

**AUBURN ENLARGED CITY SCHOOL DISTRICT BOARD OF EDUCATION
APPROVAL.**

At its March 1, 2005 regular meeting, the Board of Education approved the necessary funds for this Agreement.

Memorandum of Understanding

Between the Auburn Enlarged City School District and the Enlarged Auburn City School District Non-Instructional Employees, Cayuga Local 806, CSEA, Inc., Local 1000, AFSCME, AFL-CIO. Re: Article X Salary, Section 3.3 the alternative work schedule for a high school custodial position.

In order to clarify the new workweek and work schedule, the following understandings are stated:

1. When the District is ready to implement the alternative work week and work schedule as called for in Article X, Salary, Section 3.3, it will post a position called Custodian – Alternative Workweek – High School.
2. The position will be posted in accordance with the posting language in Article IV of the collective negotiating Agreement.
3. This is not a new position nor is the District obligated to create a new position. It is the right and option of the District to choose to or not to implement the alternative work week and work schedule.
4. In the situation where there is not an existing custodial vacancy and the District wishes to implement the alternative workweek and work schedule, the District will implement the alternative workweek for a custodial employee as specified in the transfer provisions of the Agreement at Article IV. This might necessitate the displacement of a current, but less senior custodial employee at the high school. The resulting placement of the less senior employee from the high school will be accomplished after consultation with the employee displaced and the unit President, however, the placement of this less senior high school custodian will not be the subject of any grievance in any form. If no qualified unit member desires the alternative workweek position when posted, the District will wait until there is a vacancy or until it believes someone is interested in the position.
5. In the situation where there is an existing custodial vacancy and the District wishes to implement the alternative workweek and work schedule, the District will implement the alternative workweek for a custodial employee as specified in the transfer provisions of the collective negotiating Agreement at Article IV. If in this situation, no qualified unit member desires to transfer to the high school alternative workweek and work schedule, the District will, at its option, assign the newly hired custodian to the alternative workweek and work schedule.

Auburn Enlarged City School District

Civil Service Employee's Association

Mr. William A. Miller
Superintendent of Schools

Mr. Keith Barnes
Labor Relations Specialist

Note: This has been re-executed. Original memorandum was signed November 25, 1991.

October 22, 1991

Mr. Keith Barnes
Collective Bargaining Specialist
Civil Service Employees Association
6595 Kirkville Road
East Syracuse, NY

Dear Keith:

With regard to our tentative agreement of May 1, 1991, with regard to new language in the successor agreement on transfer, the following constitutes a side letter, which expresses certain understandings between the parties.

Re: Article IV of the Collective Bargaining Agreement between the Enlarged Auburn City School District and the Enlarged Auburn City School District Non-Instructional Employees, Cayuga Local 806, CSEA, Inc., Local 1000, AFSCME/AFL-CIO.

If under the provisions of Article IV, a unit employee who bids for a job transfer is unacceptable to the principal of the building to which he/she desires transfer, the following provisions shall apply:

The principal shall state in writing the reason(s) why the employee is unacceptable and communicate these to the unit employee.

The employee may, if he/she desires, respond to the reason(s) expressed in (1) above.

Both letter(s) and response(s) shall be placed in the employee's personnel folder.

No unit employee may utilize the transfer provisions of Article IV, Section 9, to escape or avoid any disciplinary matter pending against the unit member.

For the District

For the CSEA

Hollis A. Palmer
Superintendent of Schools

Ronald Smith
Collective Bargaining Specialist

APPENDIX I

**Salary Schedule for Promotional Purposes Only,
For Unit Employees appointed before June 30, 1997
And promoted after May 8, 1998**

Salary Schedule

	2005-06
Custodian	\$37,709
Senior Custodian	\$40,657
Head Custodian	\$43,689
Building Maint Man & Motor Vehicle Operator	\$37,491
Building Maint Mechanic	\$41,768
Groundsman	\$38,892
Painter	\$40,157

Custodial Worker	\$27,448
*See Memorandum of Agreement	